809x8856 RECEIVED FOR RECORI Leland J. Thompson 3820 Orange, Ste. 208 Riverside, Ca. 92501 Government RECORDED IN OFFICIAL RECORDS 427FEB 3 1976 AT 11 30 A.M. 6103 FOR RECORDER'S OFFICE USE ONLY V. DENNIS WARDLE SAN BERNARDINO COUNTY, CALIF CLERK-RECORDER NO FEE 8579 В Рee FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, AMELIA A. GARNER, a widow does hereby remise, release, and forever quitclaim to the CITY OF RIVERSIDE, a Municipal Corporation, the real property in the Counties of Riverside and San Bernardino, State of California, described as follows: All right, title and interest in and to that certain pipeline easement and easement Agreement dated the 9th day of December 1939, by and between Amelia A. Garner, James E. Russell, Anna E. Russell, James Acquist and Katie Acquist, whereby Amelia A. Garner was granted certain property rights, easements and rights of ingress and egress over, under and across: Lot Eighteen (18) of the Addition to Bandini Donation, as shown by Map thereof on file in Book 1, Page 3 of Record of Surveys, Records of Riverside County, California. 2. Lot Forty-nine (49) of the Bandini Donation, as shown by Map thereof on file in Book 3, Page 24 of Maps, Records of San Bernardino County, California. DESCRIPTION APPROVED PUBLIC UTILITIES DEPT. DESCRIPTION APPROVAL on beorge Potente human 12,12,75 or subject to the letters of understanding dated January 14, 1966, February 22, 1966, and June 24, 1966, by and between Howard L. Creason, General Superintendent & Chief Engineer Water and Charles H. Garner; copies of said correspondence are attached hereto and and incorporated herein as an integral part of this quitclaim agreement. January 19, 1976. Dated AMELIA A. GARNER STATE OF CALIFORNIA, COUNTY OF_ RIVERSIDE 800k8856 FACE 626 January before me, the undersigned, a Notary Public in and for said State, personally appeared OFFICIAL SEAL ETTIY & ATKINSON AMELIA A. GARNER EDIARY PUBLIC CALIFORNIA ELVIERSIDE COUNTY to be the person__ whose name__is_ known to me. and acknowledged to me that _She__ executed the same. _subscribed to the within Instrument, nion Explices July 14, 1976 WITNESS my hand and official seal

When' re

ded mail to:

ACRINOWLEDGMENT—General—Wolcolls Form 233—Rev. 3 64

11263 Subdivision of the Lot 49 Bandini Dona · Dirth • CITY OF RIVERSIDE, CALIFORNIA • THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL (S) DESCRIBED IN THE 1Z-Z ATTACHED DOCUMENT IT IS NO! A PART OF THE WRITTEN DESCRIPTION THEREIN LEARN BY UN DATE 12/17/75 SUBJECT Water Right Quitclaim

8579

C D M M U N I C A TI O N RIVERSIDE INTER - DFF ICE

DATE February 24, 1976

TO:

Alice Hare, City Clerk

FROM:

Property Services, City Manager Department

SUBJECT:

QUITCLAIM DEED - AMELIA A. GARNER TO CITY

Olice a. Here CITY CLERK

Please find attached the original of the referenced Quitclaim Deed which was recorded by Mr. Leland J. Thompson on behalf of the City of Riverside.

This Quitclaim Deed was recorded in Riverside County on January 27, 1976, as Instrument Number 11263, and in San Bernardino County on February 3, 1976, as Instrument Number 427.

TDK:ah

1 Attachment

cc: John Woodhead, City Attorney Public Utilities Department George Hutchinson, Surveyor, Public Works Dept.

E_DRIDGE W. SINCLAIR ADMINISTRATIVE AND COMMERCIAL SUPERVISOR

FOWARD L. CREASON
GENERAL SUPERINTENDENT
AND CHIEF ENGINEER - WATER

PUBLIC UTILITIES DIRECTOR

DONALD D. CAMPBELL GENEPAL SUPERINTENDENT AND CHIEF ENGINEER - ELECTRIC City of Riverside

PUBLIC UTILITIES DEPARTMENT

ELECTRIC LIGHT AND WATER

P. O. Box 826

R. A. Alulbarry Street

Riverside, California

January 14, 1966

Mr. Charles H. Garner 25775 Toluca Drive San Bernardino, California

Dear Mr. Garner:

This will acknowledge receipt of your letter of January 10, 1966, together with your check for \$650 which was offered for the construction of a new delivery point of your Trujillo water.

In your letter you set forth certain points of understanding upon which your offer was contingent. With reference to point number 3 regarding your right to continue receiving your water at the old point of delivery. I must disagree with you. My understanding was that you would quitclaim the Garner-Russell-Acquist pipe lying northerly of your property to us so that we would have the flexibility of delivering your water to your pipe line at Placentia Street through either delivery. To do as you outlined would obligate us to maintain two systems but would not give us the option of using the one most convenient to us.

There are two alternates acceptable to me as follows:

- Establish the new delivery as discussed at a cost of \$650 to you with the city having the option of delivering at either the new or the old point, and with the ownership of the Garner-Russell-Acquist pipe line remaining with you.
- 2. Establish the new delivery as discussed at a cost of \$650 to you with the city being obligated to deliver your water to the new point of delivery or into the Garner-Russell-Acquist pipe line at Placentia Street at the city's option, and ownership of the Garner-Russell-Acquist pipe northerly of your property to be transferred to the city.

1

Mr. Charles H. Garner - January 14, 1966

-2-

I am returning your check and ask that the issue be clarified before proceeding with construction of the new delivery.

Yours very truly,

Howard L. Creason General Superintendent & Chief Engineer Water

HLC:ns

BOOK8856 PAGE 631

1263

Charles H. Garner 25775 Toluca Driva San Bernardino, Calla.

June 24, 1966

City of Riverside irrigation Division 3854 Mulberry Street Riverside, Calif.

Attention: Mr. Cruason

Reference: Water Heasurement at 575 North Orange, Riverside, Calif.

Gontlemen:

Instead of my constructing a measuring device and measuring my entitlement of water at the high point of my property as I had planned when entering into agreement with you of February 22, 1966.

It is agreed:

- That you will at your sole cost and expense keep in the line supplying my entitlement of water an accurate water mater in good operating condition and repair at the Garner Well.
- 2. That such meter will be accessible at all times.
- That you will, at your sole cost and expense, keep the water line from said meter into my pipeline leak-free.

Yery truly yours,

Charles H. Harner

CHG/bk

Charles H. Garner 25775 Toluca Drive San Bernardino, Calif. February 22, 1966

City of Riverside Irrivation Division 3854 Multerry Street Riverside, Calif. Attention: Mr. Creason

Jentlemen:

I accept the second of the two alternates per your letter of January 14, 1966.

It being understood as follows:

1. That delivery into the Jarner-Russell-Acquist pipeline by the City shall be at a point adjacent to my property line and within my property.

2. That you should furnish such new water service connections with raised standpipes providing full entitlement of my Trujillo Water Co. shares with sufficient pressure to allow the irrigation of my land the same as was possible before such new connections were necessary.

3. That when I acquire other shares of Trujillo Water Co. stock that their full entitlement, if I desire, shall be furnished as additional running time to my other entitlement.

4. The other connection, of the two alternate connections, shall be made by the City on the South side of Placentia Lane within my property and near the crossing of the Garner-Russell-Acquist pipeline.

 The service connections and raising of standpipes shall be made in accordance with the best practices of the trade.

6. The total cost and expense to me for the jobs complete of making the connections and raising of standpipes will be \$650.00.

7. That you will within two weeks after receiving my \$650.00 complete the job of making connection and raising standpipe.

8. That in applying for the water service connection from you that I am not abandoning, transferring or surrendering any rights in my Trujillo Water Co. stock.

Inclosed is my check for \$650.00 in accordance with this understanding and agreement.

Sincerely,

Charles H. Farner